IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION
Summons for Judgment No.l43 of 2004
in
Summary Suit No. 337 of 2003
Bobcards Limited ... Plaintiff
vs
Gul R Motwani ...Defendant

Mr Iqbal Panjwani for plaintiff
Mr P V Nichani for defendant

CORAM: S.J.VAZIFDAR J.

Dated 25.l.2005

P.C:

l The suit is filed to recover the amount due in respect of credit card facility granted by the plaintiff to the defendant. The plaintiff has claimed a sum of Rs.l,77,874.90.

2 The first defence is that the plaintiff has charged compound interest. The submission is not well founded.The entries relied upon by the plaintiff pertain to the service charges under clause 6(c) of the card holders agreement. This charge is not by way of interest. It is a service charge levied for the delayed payment and for the card holder drawing amounts in excess of the sanctioned credit limit.

3 It was then submitted that in August 2000 the

plaintiff had closed the account confirming nil balance. This submission too is not well founded. That entry obviously pertains to write off under the Banking norms.

4 It is pertinent to note that in respect of both the defences card holder's statements were forwarded by the plaintiff to the defendant from time to time, even after the so called write off in August 2000. The defendant never objected to the same.

5 The last submission is that the defendant had instructed the plaintiff to adjust the amount lying in the defendant's other accounts against the outstanding due under the suit account. There is nothing on record which establishes the same.

6 In the circumstances the Summons for Judgement is made absolute with costs. Interest, however, after the date of filing of the suit shall be at l2% per annum.